LARGE LOAD CURTAILABLE RIDER LLC-7

AVAILABILITY

This Rider is available on a voluntary basis to Customer receiving electric service under any general service schedule provided Customer contracts for 1,000 kW or greater which is subject to be curtailed under the provisions of this Rider. Customers continually served under a predecessor of this Rider prior to June 1, 2013 with a lesser amount of curtailable demand shall continue to be served under this Rider until such time that service under the Rider is terminated by Customer or Company.

This Rider is not available: (1) for temporary service, (2) for a customer who is not currently receiving service under this Rider, but had previously received service under this Rider in the preceding twenty-four months, or (3) in conjunction with another non-firm or curtailable rider. Customer may use other sources of power to curtail electrical load without being subject to standby service requirements.

APPLICABILITY

The schedule used in conjunction with this Rider is modified only as shown herein. By electing service under this Rider, Customer agrees to curtail electrical load according to the provisions of this Rider.

Where Customer's other source of power is connected electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems. Should Company determine that Customer's facilities are not adequate to protect Company's facilities, Company may install the necessary facilities and Customer shall pay for the extra facilities in accordance with Company's Service Regulations. When this Rider is used in conjunction with the applicable standby or back-up service rider, standby service shall not be substituted for curtailable load and in no event shall the Demonstrated Curtailable Demand be greater than the difference between the Supplementary Service Demand and the Firm Demand.

When this Rider is used in conjunction with either the Dispatched Power or Incremental Power Service Riders, any Class 2 Dispatched or Incremental energy (kWh) will be excluded from the determination of Demonstrated Curtailable Demand under this Rider and the Customer Charge contained herein will not be applicable.

DEFINITIONS

A. FIRM DEMAND

The Firm Demand shall be the kW of demand specified in the Service Agreement to which Customer shall reduce his requirement at the time specified by Company. Customer shall contract for a Winter Firm Demand for the service rendered during the calendar months of October through March and a Summer Firm Demand for service rendered during the calendar months of April through September.

B. DEMONSTRATED CURTAILABLE DEMAND

The Demonstrated Curtailable Demand shall be the average kW demand during the on-peak hours less the applicable Firm Demand. The Summer Firm Demand shall be applicable during the billing months of April through September and the Winter Firm Demand shall be applicable during the billing months of October through March. The average on-peak kW shall be determined by dividing the on-peak kWh by 252.

C. PREMIUM DEMAND

The Premium Demand shall be the maximum 15-minute kW demand registered or computed by or from Company's metering facilities during any Curtailment Period in the billing month less the
applicable Firm Demand, but not less than zero. The applicable Firm Demand shall be determined based upon the calendar month when the Premium Demand was consumed.

D. CURTAILMENT PERIOD

The Curtailment Period(s) may occur during on-peak or off-peak hours of any month and shall be an 8-hour period unless Company specifies a shorter period at the time Customer is notified. Company shall send notification to Customer a minimum of 30 minutes before the requested curtailment is to occur. At the time Customer is notified to curtail, Customer will be advised whether the Curtailment Period is a Level 1 or a Level 2 Capacity Curtailment Period. Company shall use reasonable diligence to notify Customer of an impending Curtailment Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. The number of hours of Curtailment in any calendar day shall be no more than 8 hours. Company reserves the right for a longer interruption in the event continuity of service is threatened. The total hours of Capacity Curtailment Periods shall be no more than 400 hours during a calendar year.

E. ON-PEAK HOURS

1. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:
   The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

2. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:
   The on-peak hours are defined as the hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

F. OFF-PEAK HOURS

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

MONTHLY RATE

An amount computed under the applicable schedule and other riders with which this Rider is used, plus the following Customer Charge and Credit:

A. Customer Charge: $65.00

B. Credit = Discount x Demonstrated Curtailable Demand, but not less than zero ($0)
   Where: Discount = $5.60 per kW

ADDITIONAL CHARGES FOR USE OF PREMIUM DEMAND

If Customer exceeds the Firm Demand during a Level 1 or Level 2 Capacity Curtailment Period, it shall be considered to be the Use of Premium Demand.

A. DURING A LEVEL 1 CAPACITY CURTAILMENT PERIOD

For use of Premium Demand during a Level 1 Capacity Curtailment, Customer shall pay to Company $2.80 per kilowatt-hour for all kilowatt-hours attributable to Premium Demand during the Level 1 Curtailable Period. This charge shall be in addition to applicable kWh charge(s) in the rate schedule with which this Rider is used.
DURING A LEVEL 2 CAPACITY CURTAILMENT PERIOD

Customer shall pay to Company $50.00 for each kW of Premium Demand for each and every Level 2 Curtailable Period during the billing period.

In addition to the charge(s) for the use of Premium Demand, for the second Use of Premium Demand (Level 2 Only) during a 12-month period, the Firm Demand shall automatically be increased to equal the maximum 15-minute demand registered during the Level 2 Curtailment Period. In addition to the charges for the use of Premium Demand (Level 2 Only), for the third or subsequent Use of Premium Demand during a 12-month period, service under this Rider shall be terminated and Customer shall pay the sum of all credits received during the current and prior 11 billing months, reduced by any payments for the Use of Premium Demand during the 12 month period, but not less than zero.

CURTAILABLE NOTIFICATION

Customer must provide, at Customer's expense, contact information and suitable mean(s) for Company communication of Curtailment Periods, including but not limited to text messaging, telephone, and electronic mail. Customer is solely responsible to notify Company of changes in Customer’s contact and communication information as they occur. Company shall use reasonable diligence to notify Customer of an impending Curtailment period and having used reasonable diligence shall not be liable for Customer’s failure to receive and act upon curtailment notifications.

CONTRACT PERIOD

The Contract Period shall be five (5) years, with automatic successive extensions of two (2) years thereafter, unless: (a) terminated by either party at the end of the Contract Period by giving not less than sixty (60) days written prior notice, (b) terminated by Company in accordance with the Additional Charges for Use of Premium Demand provision above.

CUSTOMER REQUESTED TERMINATION OR CHANGES IN FIRM DEMAND

Customer may terminate service under the Rider or revise the Firm Demand at the end of any Contract Period without charge. The Firm Demand is also subject to upward adjustment at no charge if the Contract Demand is increased, provided there is no net change in the amount of demand that is subject to curtailment.

The difference in the Firm Demand and the Contract Demand may be reduced during the Contract Period provided Customer pays Company a charge of $50.00 for each kW of Contract Demand that will no longer be subject to curtailment. If Curtailable Service is terminated at any other time, for reasons other than automatic disqualification due to the excessive Use of Premium Demand, Customer shall pay Company the sum of all credits received during the current and prior 11 billing months. Any adjustment of the Firm Demand shall not be applied retroactive to any prior Use of Premium Demand.

SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

GENERAL

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval by the North Carolina Utilities Commission.

Supersedes Rider No LLC-6
Effective for service rendered on and after June 1, 2021
NCUC Docket No. E-2, Sub 1219